

THE NEWS OF NORFOLK ON PAGES 2, 3, 5 & 13.

RESCUED FROM DRINK

Heroic Work of a Girl in Saving Her Brother from Drunkenness.

Put a Remedy in His Coffee and Without His Knowledge of the Secret was Completely Cured.

The terrible evil of drunkenness has at last found a conqueror. Miss Mary Roberts, of 1033 Golden Gate Ave., San Francisco, Cal., tells how she saved her brother from ruin and her world burn with a new hope to every woman who would rescue a son, brother or husband from the scourge of drunkenness, she says:—



"Yes, it is true that my brother is now a reformed man. For years he drank only occasionally but at last he got so bad that he was sober seemed a living death to him. After a spree he would tremble and shake and act as if he were going insane. He would then drink sparingly but in a few days would start off again and I wouldn't see him for a week. I saw a notice in our home paper that there was a remedy called Golden Specific to be given secretly in tea, coffee or soft food and that they would send me a free trial. I wrote for it and gave it to my brother early one morning in a cup of coffee before he had a chance to go out and get a drink. The effect was wonderful and seemed to brace him up. He went out and came back quite sober for him. In the meantime I had sent for a regular treatment of Golden Specific and after using it my brother was a changed man. Day after day, I watched and prayed, and it all seemed too good to be true. His whole manner changed. I said nothing about the remedy I had given him secretly and did not talk of his being cured but I would often tell him how happy I was and what a noble man he was to stop drinking. He, of course, knows it all now, but his new life, prosperity, new friends and self-respect have gone ago far from me for the way in which I saved him from a drunkard's grave. May every mother, sister or daughter learn from my experience is my devout hope, and in this manner public deserving of woman's homage and I am glad to know that he will send a free trial of the remedy to every woman who sends him.

Send your name and address to Dr. J. W. Haines, 1255 Glenn Building, Cincinnati, Ohio, and he will mail the remedy to you in a plain envelope and thus you can begin the cure at once. The remedy is odorless and tasteless and you need have no fear of discovery.

In Selecting Jewelry

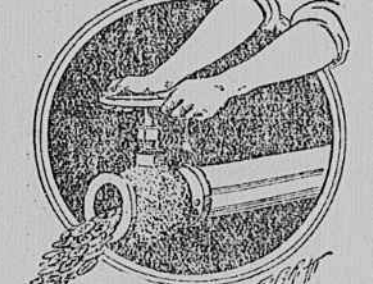
WHICH INVOLVES A CONSIDERABLE EXPENDITURE OF MONEY, GREAT CARE SHOULD BE EXERCISED IN CHOOSING THE PLACE TO BUY.

THERE IS SO MUCH SPURIOUS JEWELRY OFFERED TO THE PUBLIC NOWADAYS THAT THERE IS GREAT DANGER OF BEING FOOLED. WHY NOT BUY WHERE THE JEWELRY BUSINESS IS STEADY, AND WHERE ONLY RELIABLE GOODS ARE SOLD.

We Give You Your Money's Worth EVERY TIME. EVERYTHING THAT IS NEW AND NOVEL IN JEWELRY YOU WILL FIND IN OUR STOCK.

D. P. PAUL,
228 MAIN ST.
BOTH PHONES.

PLUMBING!



Turn the right way. Don't waste money by cheap work. Try the practical plumbers.

Kelly, Thornton & Williams,
Northwest corner Bank and Washington Streets.
New Phone 1549. Old Phone 524.
Jas. eod-ly

BENJ. L. DOZIER,
Livery, Boarding and Transient Stables,
61, 63, 65 Cove Street.
Everything new and up-to-date.
S. B. PHONE, 600.
OLD PHONE, 98A

COURT DECISIONS.

DIGESTED BY W. B. MARTIN.
EXCLUSIVELY FOR
VIRGINIAN-PILOT.

Notes of Cases Recently Decided,
Which are of Interest to
Our People.

PETTY V. B. & W. RY CO.
Supreme Court of Georgia.
January 30, 1900.

A CONTRACT BETWEEN AN EMPLOYEE AND HIS EMPLOYER THAT WHEN THE FORMER IS SICK OR INJURED, WHETHER THROUGH HIS OWN NEGLIGENCE OR NOT, HE IS TO HAVE CERTAIN MONEY AND BENEFITS, AND THAT THEIR RECEIPT WILL BE A RELEASE OF THE EMPLOYER FROM ALL LIABILITY, IS VALID.

A RECEIPT OF SAID BENEFITS IS AN ELECTION BY THE EMPLOYEE, AND AN ACCORD AND SATISFACTION OF ANY CLAIM FOR DAMAGES.

Albert Petty was in the service of the Brunswick & Western Railway Company. Although it was not obligatory upon him to do so, he applied for membership in the relief and hospital department. In his application, which was in the form prescribed by the rules of that department, he agreed to become bound by all its regulations, then of force and effect, and consented that \$125 of his wages should be monthly applied, in advance, as a contribution to its relief fund. He further agreed that his application, when duly accepted, should constitute a contract between himself and each of the several companies forming the Plant System, and that "in consideration of the contribution of said companies to the relief and hospital department, and of the guaranty by them of the payments of the benefits afforded by the relief and hospital department, either medical or surgical attendance, for injury or death, [should] operate as a release of all claims against said companies, and each of them, for damages by reason of such injury or death which could be made, either by or through him. Another clause recited that it was understood and agreed "that the superintendent, when accepted by the superintendent and chief surgeon, [should] constitute a contract between [the applicant] and the said companies, and each of them, which [this] rights as a member of the relief and hospital department, and as an employee of said companies, or either of them [should] be determined, as to all matters within its scope." Petty's application for membership was duly accepted, and a certificate was issued and delivered to him. On one or more occasions thereafter, Petty availed himself of the rights thus accorded to him as a member of the department, and received the benefits to which he was, as such entitled. He remained in the service of the Brunswick & Western Railway Company until September 19, 1897. In the following year he brought an action for damages against that company, alleging that on May 12, 1897, while in the discharge of his duties as a switchman, he sustained personal injuries, occasioned by the negligence of one of the company's employees. To this action the defendant pleaded, as a special defense, the contract which Petty had made with the relief and hospital department of the Plant System, alleging that, soon after he received the injuries complained of, he voluntarily elected to accept the benefits thus provided for, and actually received, not only medical and surgical treatment and attendance, but also various sums of money, thereby discharging and releasing the defendant company from all liability in damages on account of the alleged injuries sustained by him on the date mentioned in his petition. Petty met this special defense by a demurrer based on various grounds, but it was overruled by the court, and the case proceeded to a trial upon the merits. At the conclusion of the evidence, the jury found in favor of the railway company. Petty thereupon appealed.

The court says:

One of the main points raised by the plaintiff's demurrer, and strenuously insisted upon in the argument here, was that the contract upon which the defendant company predicated its defense was void because contrary to public policy. In that it evidenced an attempt to exempt the company from liability for negligence. In support of

The Type of the Prevailing Grip.
From New York Herald.

"Although Grip prevailed in mild form during the late autumn months, it has now taken on an unmistakably virulent type in the extent and character of its new invasion. During the last fortnight thousands who have escaped heretofore have been stricken and the disease is plainly epidemic over a very wide section of country.

This type of the disease is essentially catarrhal and chiefly manifests itself in inflammatory affections of the membranes of the nose, throat and upper air passages. The attack is quite sudden and there is generally a high temperature, with pain in the forehead, hacking and irritative cough with general muscular pains and prostration.

It is the attention to little things—the avoidance of draughts, the cultivation of habits of temperance in eating and drinking, the obedience to all hygienic rules, which can make any one reasonably safe."

Dr. Humphrey's Specific "Seventy-seven" meets the exigency of the prevailing epidemic. "77" restores the checked circulation (indicated by a sudden chill), the first sign of taking Cold; starts the blood coursing through the veins and so "breaks up" the Cold. Manual of all diseases, especially about children, sent free.

For sale by all druggists, or sent on receipt of price, 25c. and \$1.00. Humphrey's Homeopathic Medicine Co., Cor. William & John Sts., N. Y.

this contention, the plaintiff relied on section 202 of the Civil Code, which declares that "all contracts between master and servant, made in consideration of employment, whereby the master is exempted from liability to the servant arising from the negligence of the master or his servants, as such liability is now fixed by law, shall be null and void, as against public policy." As should be readily apparent, the weakness of this position lies in the fact that it is based upon an entire misconception of the meaning and effect of the contract thus assailed. It did not, as claimed, in any of its terms or conditions stipulate that the defendant company should be absolved from the legal consequences of its own negligence or that of its servants. On the contrary, it merely provided an additional remedy to that given by law to an employee who might suffer injury by reason of the negligence, actual or imputable, of his master. The latter remedy was left intact, undisturbed, and unimpaired; and the injured employee might or might not, at his option, take advantage thereof. True, he could not avail himself of both, but was put upon his voluntary election as to which of the two he would pursue. This feature of the contract is not only technically permissible, but is in perfect harmony and accord with that fundamental rule of law, based upon sound and sensible considerations of public policy, which contemplates that indemnity, rather than the mere chance of speculative gain, should be the primordial purpose of every contract designed to afford protection to a party engaged in a hazardous or dangerous occupation. In the event he sustains loss or injury. Only in case the injured employee commits an error of judgment in determining whether he will accept benefits which, though comparatively small, are yet hazardous the less certain result of a suit for damages, can he possibly fail to realize all the fruits of every right given him by law. That it is conceivable he may make such a mistake does not render the contract essentially and inherently vicious, and therefore opposed to public policy. A much more extended argument on the line just suggested might be presented, but we deem it wholly unnecessary. The question under discussion is not a novel one, but has been heretofore thoroughly sifted, minutely analyzed, and satisfactorily determined by the highest of the courts of this country. Petty expressly stipulated that acceptance by him from the relief and hospital department of any of the benefits provided for by its regulations should operate, the more, to release the defendant company from all claims for damages he might have against it. In other words, the contract put him upon his election to look solely either to the treasury of that department, or to the assets belonging to the company, for redress in the event he sustained injury under circumstances which he thought entitled him to redress from it; and the moment he gave evidence of his election by proceeding against, and actually receiving benefits from, the department, he necessarily relinquished his right to call upon the company for anything, for it was mutually agreed between him and the company that such conduct on his part should be conclusive evidence of his acceptance of the department's obligation to pay him stipulated benefits, which obligation was expressly constituted upon his first fully releasing the company from all liability. It is to be remembered that one of the regulations of the relief department was that, "in the event of disability or death from accidental injuries," none of the benefits therein provided for should be payable or paid until there be first filed "a satisfactory release of that character. Under these circumstances, the department made to its members only a conditional promise. It was necessary to release the company. The release was not filed by Petty, but upon a fulfillment of the promise, but was to be the consideration supporting such promise, tendered and parted with in advance in order to make the promise itself obligatory.

COWDERY V. HAHN.
Supreme Court of Wisconsin, February 2, 1900.

WHERE A BUILDING CONTRACT PROVIDED THAT A PART OF THE PRICE WAS TO BE RETAINED UNTIL THE WORK WAS FINISHED, BUT IT WAS PAID IN FULL BEFORE THE FINISHING OF THE WORK; THE SURETIES ON THE CONTRACTOR'S BOND WERE RELEASED FROM ANY LIABILITY FOR LIENS FILED BY SUBCONTRACTORS AFTER SUCH PAYMENT.

The court says:

The question is, did Cowdery, by paying the contractors the entire amount of the contract price of the building before it was done, materially alter the contract so as to discharge the sureties. Upon principal and this question must be answered in the affirmative. The payment of this sum to the contractor before it was due must be regarded as amounting to a substantial modification of the contract by the principals without the consent of the sureties, and hence upon familiar principles, relieves them from liability. The sureties were thus, without their knowledge, deprived of a substantial inducement which the principal would otherwise have had to fulfill his contract to the letter. Reversed.

"Owner" or Tenant.
Statistics concerning ownership or tenancy of homes are being eagerly awaited by many persons who realize the importance of these statistics as a means of showing the real prosperity of the colored people.

Reports received from recent conferences and conventions in the South indicate encouraging progress of the race in industrial knowledge and in the number engaged in professional pursuits. Such reported gains can best be proved beyond dispute by census facts bearing on the ownership of homes among the colored people. These statistics will be made up entirely from the replies to the questions of the census enumerators. No matter what the dwelling is, whether a humble cabin or a fine residence, if it is the abiding place of a family its ownership will be taken into account.

Whether the occupant is a debtor for his house or his land, or has bought on a contract, he is an owner. Every household is either an "owner" or a "tenant."

It is believed that one of the most fruitful facts to be developed by the census will be the greatly increased number of the colored race who have succeeded in becoming owners of their homes.

William F. Allen.
Mr. Editor:

I desire through the medium of your journal to give a brief sketch of the industrial, commercial, social and political life of William F. Allen and to present a few facts in support of his claims to the position of City Sergeant, which he is now seeking at the hands of the Democrats of Norfolk.

To begin with, he is now and always has been a Democrat, and from the time he cast his first ballot to the present he has had an abiding faith in the principles of his party, never wavering in times that tried men's souls, nor failing to respond to the call of duty when his assistance was needed.

In 1854 Mr. Allen was working in the Norfolk navy-yard as a journeyman sailmaker. Leaving the yard, he started in the sailmaking business on his own account in a loft over a store occupied by Lockover & Wilder, on Roanoke square, between Main and Third streets, and location for about three years. He quit this business, however, in the latter part of 1853 and started, in a very small way, a retail grocery on Campbell's wharf, and after continuing said business for about three years, he enlarged the sphere of his operations in the sale of the whole sale grocery trade on old Commercial Row, continuing in that location and business until 1866, taking in in the meantime as a partner Mr. James T. Burroughs, who remained with the house until 1888.

In 1866 the firm changed its base of operations from Commercial Row to the corner of Rothery's lane and Water street, which was then known as Broadwater street as contradistinguished from Little Water street, which name Elizabeth City was then known. Mr. Allen continued until 1897, when he retired from active commercial pursuits.

The house of William F. Allen & Co. is well known in every State south of Mason and Dixon's line, and was the alma mater of many a young man who afterward became prominent in the business life of Norfolk. Among these may be mentioned Mr. Jordan, of the firm of Waller, Maigne & Jordan; J. B. Camp, of Washington Taylor & Co.; W. Lane Kelly, J. D. Adkins, of the firm of Adams & Adams; Mr. Burroughs, of Addington, Kelly & Burroughs; Mr. Addington and Mr. John W. Burroughs, being now dead; Mr. E. T. Powell, of Eastham & Powell, and Mr. V. C. Matthews, of the firm of A. Brinkley & Co.

Mr. Allen's house for several years did a business amounting annually nearly a million dollars, its goods leaving the city by every rail and steamer line. Six salesmen, all first-class and high-salaried, were kept constantly on the road while the clerical force at the house was even larger, being eight in number.

Mr. Allen was always a man of liberal ideas, and carried these ideas into his business, paying his employees handsome salaries, one of the clerks receiving \$2,500 a year.

Mr. Allen's Exchange was organized in 1880 with twelve members, Mr. Allen being made president. Under his leadership its growth was so phenomenal that in less than twelve months it had a membership of 300, including every merchant of repute in the city.

The subject of this sketch was for many years an active fireman of the old Old Company, Captain Taylor, father of our well known citizen, Captain Washington Taylor. Beginning his career in that branch of the public service as a lamp boy, he worked his way up to the presidency of the company. There was still further promotion for him, however, as a knight of the red shirt, being elected as one of the Board of Fire Wardens, his co-laborers on the board being Thomas B. Rowland and James Stead, the latter long since dead, and for whom the fire engine Stead was named. These wardens had full control at fires, and to be elected one of them was considered quite an honor.

In March, 1869, Governor Gilbert C. Walker appointed Mr. Allen a member of the City Council, to serve until July 1st, 1870, when a new Council was elected by popular vote. This new body was the first Council elected after the close of the war, and was composed of the best high rank in their respective walks of life, as the following list will show, and a few members of this Council are living:

First Ward—C. Billups, B. F. Teahault, N. C. Newton, J. B. Neale, Henry McPhail, Samuel Kimberly, E. C. Robinson, S. G. Tuttle and Frank Pfeiffer.

Second Ward—E. W. Williams, Joseph Wilson, P. Sykes, Thomas Paige, Richard Smith and Sylvester Woolhiser.

Third Ward—W. W. Hollinsworth, George R. Wilson, Charles H. Rowland, R. P. Vaughn, W. P. Allen, S. H. White, R. A. Mapp, William Stevens, W. W. Gwathmey, T. T. Kemp, A. O. Oberdorfer.

Fourth Ward—W. H. Turner, S. A. Stevens, W. C. Marrow, D. C. Crowell, James Montgomery, John Adams, E. W. Moore, George Stator, John L. Roper, Joel C. White, T. P. Crowell.

In that Council Mr. Allen was placed on the Finance Committee, where he found ample opportunity to display that ability for which he was afterward so greatly marked. The city's finances were in a deplorable condition. Few, if any, taxes had been collected for several years and the city had to redeem a large amount of city script.

But the Finance Committee worked hard to restore the city's finances to a healthy state, and no man on the committee was deserving of more praise for accomplishing that result than the subject of this article.

Mr. Allen has been a member of the

TARRANT'S EFFERVESCENT
Rely On
Tarrant's Effervescent Seltzer Aperient for curing sick headache, biliousness, constipation and derangement of digestion. It needs no recommendation as a family medicine than any other remedy.

Pamphlets on application.
TARRANT & CO., Chemists, New York.
At druggists, 50c. and \$1.00.

Council at different times for more than twenty years, often going on the ticket against the wishes of himself and family and never at his own solicitation. A short time before the Goode-Platte campaign Mr. Allen was made superintendent of the First Ward, and at the death of Captain Wm. Osborne, chairman of the party in the city, was elected to fill the vacancy. This occurred just on the eve of that campaign, one of the most exciting in the political annals of Norfolk and one which is remembered by those who took part in it with much interest. Platte was the sitting member in Congress from this district and had strong support from his party. There, as on the Finance Committee, Mr. Allen proved himself the man for the occasion and demonstrated to those who had pinned their faith in his ability as a leader of no mean degree, that they had placed their trust in a man who had the courage to electing Hon. John Goode to Congress and relegating the Hon. "Peanut" Platte to the shades of private life, from which he never emerged in Virginia.

During Mr. Platte's service in Congress he had a duty placed on foreign peanuts for the protection of the home nut, and thus won for himself the appellation of "Peanut" Platte. That was not only an exciting campaign, but was also a most expensive one, for at its close there were party debts amounting to between \$7,000 and \$8,000 unpaid. Who paid those debts? Every cent of them was paid by Wm. F. Allen and the credit of the party thus preserved. Not a copper of that money has ever been returned to him, and now that he is seeking office for the first time in his long and useful life, the Democrats of Norfolk have a chance to show that gratitude is not a lost virtue with them.

In appreciation of his valuable services in that great fight Mr. Allen was appointed a member of the State Executive Committee, an honor conferred in those stirring times upon none but those who had proved themselves worthy of it.

In the matter of public education Mr. Allen has a record of which any one might well be proud, for no movement looking to better or additional public school facilities has ever failed to find a warm supporter in him. In fact, he is the champion of all requests made by the School Board for financial assistance from the Councils, and if defeated in committee, where he has more than once fought single-handed, carries his fight to the Councils, where he has always been successful. A history of the public schools of Norfolk would be incomplete without a full record of praise being accorded Mr. Allen for the lively interest he has taken in their behalf.

There is hardly a charity in Norfolk but who has shared at one time or another in his liberality, and many churches outside of the city as well as those in it, have felt the loosening of his purse strings, while it can be said without fear of successful contradiction that no man has ever lived in Norfolk who has done more for the more enterprises than he has.

The above is a hurriedly written sketch of a man who has been tried and found true to every trust placed in his keeping, but imperfect as this sketch may be, if it shall be the means of teaching a single voter his duty to a man who deserves any office he is at the hands of the Democrats of Norfolk, I shall not deem its publication in vain.

GRATITUDE.

OTHER LOCAL ON PAGE 13

Wild With Eczema

Fire Could Not Have Been More Painful.

"After spending two years in taking all kinds of medicines that were suggested for eczema, but without avail, my mother was induced to take Hood's Sarsaparilla. The result was wonderfully gratifying. Her limbs had been terribly lacerated by the disease, and there were times when she could not have been more painful. She was, in fact, almost wild. Two bottles of Hood's Sarsaparilla completely cured her, and not a trace of eczema was left." E. W. DECKER, Gardiner, N. Y.

Eat Well, Sleep Well.

"Hood's Sarsaparilla has been a great blessing to me. I was weak, irritable, tired and nervous; had no appetite and was always sad and despondent. One day I got hold of a little book about Hood's Sarsaparilla. I looked it over and resolved to try a bottle. I was better before it was gone, so I kept on until I had taken five bottles. I can now sleep well, feel cheerful and can do all my work, including plain sewing, and I can walk two or three miles a day. I am 55 years old and now feel that life is worth living." Mrs. EMMA SMITH, 68 E. Mitchell St., Oswego, N. Y.

Critical Period of Life.

"I took Hood's Sarsaparilla during the critical period of my life, and now, at the age of 60 years, I am strong and healthy. It is a great medicine for the blood. I find Hood's to be the best." Mrs. H. POYNOR, 22 Lansing Street, Auburn, N. Y.

You can buy Hood's Sarsaparilla of any druggist. Be sure to ask for Hood's and do not accept any substitute.

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PHOTOGRAPHS,
—GO TO—
CAMPBELL'S.

If you want something good in Photographs, go to CAMPBELL'S. Go to him any way and see his

New Studio, 268 MAIN ST.
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HAMMOND,
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Plant Decorations, Choice Rosebud, Cut Flowers, Funeral Designs, &c.

The Saks Store
234-236-238 MAIN STREET.

UNTIL MONDAY NIGHT

We'll take orders in the Tailoring Department, for suits in our Special Offer sale.

We make every garment we turn out, a certificate of skill. No half-way work—not even for the sake of quoting a low price. But we snap opportunities when we can—like this. We've 28 choice patterns left of Fancy English Worsteds, Checks, Plaids and Stripes, all wool—really \$25.00 suitings, we'll make up to your measure—you to dictate the style of cut

—for..... **\$15**

If you are desirous of securing one of these suits, we advise an early selection.

Saks & Company

Ames, Brownley & Hornthal
The Monticello Corner.

A Superb Showing of Easter Novelties of Great Concern

We tell of new imported embroidered Swisses, Ladies' Tailor-made Suits, White Spring-waists, French Challies, Foulards and Taffetas, and Misses' Novelty Suitings.

The New Imported Embroidered Swisses.

This novelty is spring's master-production—richest creation in cotton materials. Swell swollen embroidery in cute white dots, twisted vines and twigs, and curious colored conceits spread and flow artistically over a sheer, strong grounding of gray, light blue, pink, heliotrope and black. 50c. to \$1.25 per yard. Very wide.

Spring French Challies of every description.

This soft clinging cool material which is so prominent and popular at present among fashion followers is here plentiful in every desirable design, color and shade. Pinks, light blues and purples, grays, dark blues and crimson and black and white in dots and stripes and other exquisite effects. Lowest prices.

A Great Gathering of Elegant White Waists.

A magnificent medley of Ladies' White Shirt Waists, embracing the season's swellest styles from the "very simple" to the "real elaborate" can be seen now. This assortment is greater than the greatest of the past, and the selling is truly wonderful.

Ladies' High-class Tailor-made Suits.

A rare collection of ladies' elegant tailor-made suits in fashionable spring materials suitable for promenade, driving, church, calling, street and shopping purposes is shown in the most exclusive styles at faultless prices.

Figured Foulards and Plain Taffeta Silks.

A beautiful and large assortment of foulards and taffetas fill our silk shelves. The taffeta is the 85c. sort, but it's selling at 75c. now—and selling rapidly, too! All new and beautiful shades. And these lustrous, luminous, fancy-flowered foulards for spring and summer dresses are charmingly pretty and of excellent quality. They must be fascinating, because they seem to be the favorite of many fond buyers.

"Five Show-windows Exhibit Spring Fashions."

We have just received a large shipment of the

Celebrated Stein-Bloch Clothing FOR SPRING

which are equal to merchant tailoring. Call and examine same before placing your order with your tailor, we can save you money.

A FIT GUARANTEED IN EVERY INSTANCE

DREWERY'S,
317 Main St.
WE CLOSE AT 7 P. M., SATURDAY EXCEPTED.

BUG-ICIDE

NON-POISONOUS.—
The Great Insect Destroyer for Bed-Bugs, Roaches, Ants, Fleas, and All Insects.

25c. Per Bottle
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PREScription PHARMACISTS.
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